

RESOLUTION NO. 2016287

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT FOR
COORDINATED LICENSING, PERMITTING AND REGULATIONS
GOVERNING TAXICABS, VEHICLES FOR HIRE AND THEIR
OPERATION

Legislators SAGLIANO, BORCHERT, MICCIO, BOLNER, PULVER, LANDISI and
FLESLAND offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to
enter into agreements for the performance among themselves or one for the other in their
respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, the City and the County currently have local laws in their respective codes
for the licensing and regulation of taxicabs and vehicles for hire and the operators and drivers of
said taxicabs and vehicles for hire; and

WHEREAS, the City and the County have determined that it is in their respective best
interests to have coordinated licensing, permitting and regulations governing taxicabs, vehicles
for hire and their operators; and

WHEREAS, it is necessary for the Legislature to approve the annexed intermunicipal
agreement and to authorize the County Executive or his designee to execute the agreement, now,
therefore, be it

RESOLVED, that this Legislature hereby approves the proposed inter municipal
agreement and authorizes the County Executive or his designee to execute such agreement in
substantially the same form as attached hereto.

CA-166-16
10/25/16
CRC/kvh
G-1664

Fiscal Impact: None.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

**INTER-MUNICIPAL AGREEMENT
TAXI, LIVERY & LIMOUSINE INSPECTION AND REGISTRATION
Between
County of Dutchess
And
City of Poughkeepsie**

THIS AGREEMENT, made this ____ day of _____, 2016 between the County of Dutchess, a municipal corporation with a principal place of business at 22 Market Street, Poughkeepsie, New York 12601, (hereinafter “County”), and City of Poughkeepsie, a municipal corporation with a principal place of business located at 62 Civic Center Plaza, Poughkeepsie, New York 12601 (the, “City”)

WHEREAS, Chapter 287 of the laws of the State of New York of 2016 authorizes the county of Dutchess to regulate and license taxicabs, limousines and livery vehicles; and

WHEREAS, the County has or will adopt a local law for the licensing and regulation of taxicabs and vehicles for hire and the operators and drivers of said taxicabs and vehicles for hire (the “Taxi & Limousine Program”); and

WHEREAS, the CITY currently has a local law which regulates the licensing and regulation of taxicabs and vehicles for hire and the operators and drivers of said taxicabs and vehicles for hire; and

WHEREAS, the CITY pursuant to an Intermunicipal Agreement with the Town of Poughkeepsie currently licenses drivers and inspects vehicles for hire for the Town of Poughkeepsie which cost is billed directly to the driver and owner/operator; and

WHEREAS, the CITY and COUNTY are desirous of entering into an Intermunicipal Agreement whereby CITY would administrate COUNTY’s Taxi & Limousine Program for COUNTY including the licensing of vehicles for hire and their drivers; and

WHEREAS, CITY and COUNTY have determined that it is in their respective best interest to have a coordinated licensing, permitting and regulations governing taxicabs, vehicles for hire and their operators; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to the authority vested in them by Article 5-G of the General Municipal Law, the parties hereto agree as follows:

1. The COUNTY shall enact a local law consistent with City's local law, regulating, licensing, permitting and suspension or revocation of permits and licenses for vehicle for hire, taxicabs, limousines and the operators and drivers of said taxicabs and vehicles for hire.
2. The CITY shall be primarily responsible for the processing of limousine, taxi and livery driver license applications and renewals, operator permit applications and renewals, suspension or revocation of a driver's right to operate a vehicle for hire, processing of vehicle licenses and renewals, and inspection, registration and licensing of vehicles for hire.
3. **The CITY shall be entitled to collect a fee from the applicant for the services set forth in paragraph "2" above. On an annual basis, the CITY will report to the COUNTY the number of drivers licensed, the number of vehicles licensed and the fee collected by CITY. The CITY shall not charge any fee to COUNTY for the services set forth in paragraph "2" above.**
4. COUNTY and CITY shall at a minimum annually, hold a meeting with local public safety personnel to educate local law enforcement of the CITY's and COUNTY's regulation of taxicabs, limousines and livery's.
5. **This agreement shall be for three (3) years from the date COUNTY's local law required pursuant to paragraph "1" becomes effective. It shall automatically renew for two additional (1) year periods unless either party provides sixty (60) days written notice to the other party.**
6. This agreement may not be assigned by either party.
7. Should any of the provisions of this agreement be found by a court of competent jurisdiction to be for any reason whatsoever, invalid, void or unenforceable, it shall be deemed severed from the balance of this agreement and the balance of the agreement shall remain in full force and effect.
8. This agreement may be terminated by either party on 90 days written notice to the other.

9. Notice shall be deemed effective five days after mailed to the Chief Executive Officer of the respective municipality at the address provided above.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the _____ day of _____, 2016.

COUNTY OF DUTCHESS

CITY OF POUGHKEEPSIE

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT G. ROLISON
MAYOR

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 5-G. Municipal Cooperation (Refs & Annos)

McKinney's General Municipal Law § 119-0

§ 119-0. Performance of municipal cooperative activities;
alternative powers; alternative assignment of responsibilities

Effective: July 12, 2013

Currentness

1. In addition to any other general or special powers vested in municipal corporations and districts for the performance of their respective functions, powers or duties on an individual, cooperative, joint or contract basis, municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint water, sewage or drainage project. Notwithstanding the foregoing grant of authority, the temporary investment of moneys by more than one municipal corporation or district pursuant to a municipal cooperation agreement which meets the definition of "cooperative investment agreement" as set forth in article three-A of this chapter shall be in compliance with all of the requirements of that article. Any agreement entered into hereunder shall be approved by each participating municipal corporation or district by a majority vote of the voting strength of its governing body. Where the authority of any municipal corporation or district to perform by itself any function, power and duty or to provide by itself any facility, service, activity, project or undertaking or the financing thereof is, by any other general or special law, subject to a public hearing, a mandatory or permissive referendum, consents of governmental agencies, or other requirements applicable to the making of contracts, then its right to participate in an agreement hereunder shall be similarly conditioned. Municipal corporations and districts shall also have the power to enter into, amend, cancel and terminate agreements with a soil and water conservation district established under the soil and water conservation districts law for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint project; provided, however, that the exercise of any powers and duties under this article by a soil and water conservation district shall be subject to the powers, duties and limitations in section nine of the soil and water conservation districts law.

2. An agreement may contain provisions relating to:

a. A method or formula for equitably providing for and allocating revenues and for equitably allocating and financing the capital and operating costs, including payments to reserve funds authorized by law and payments of principal and interest on obligations. Such method or formula shall be established by the participating corporations or districts on a ratio of full valuations of real property, or on the basis of the amount of services rendered or to be rendered, or benefits received or conferred or to be received or conferred, or on the increase in taxable assessed value attributable to the function, facility, service, activity or project which is the subject of an agreement, or on any other equitable basis, including the levying of taxes or assessments to pay such costs on the entire area of the corporation or district, or on a part thereof, which is benefited or which receives the service.

b. The manner of employing, engaging, compensating, transferring or discharging necessary personnel, subject, however, to the provisions of the civil service law where applicable; the making of employer's contributions for retirement, social security, health insurance, workmen's compensation and other similar benefits; the approval of attendances at conventions, conferences and schools for public officials and the approval and payment of travel and other expenses incurred in the performance of official duties; the bonding of designated officers and employees; the filing of oaths of office and resignations consistent with general laws applicable thereto; provisions that for specific purposes designated officers or employees of the joint service or a joint water, sewage or drainage project shall be deemed those of a specified participating corporation or district; and provisions that personnel assigned to a joint service or a joint water, sewage or drainage project shall possess the same powers, duties, immunities and privileges they would ordinarily possess (1) if they performed their duties only in the corporation or district by which they are employed or (2) if they were employed by the corporation or district in which they are required to perform their duties.

c. Responsibility for the establishment, operation and maintenance of the joint service or joint water, sewage or drainage project and the officers responsible for the immediate supervision and control thereof; the fixing and collecting of charges, rates, rents or fees, where appropriate, and the making and promulgation of necessary rules and regulations and their enforcement by or with the assistance of the participating corporations and districts; the conduct of hearings and the determination of issues raised thereat; the making of necessary inspections; the keeping of records and the making of reports including those required by article three of the general municipal law; and limitations or restrictions on individual participating corporations and districts from providing or undertaking similar or competing facilities, services, activities, projects, or undertakings.

d. Purchasing and making of contracts subject to general laws applicable to municipal corporations and school districts.

e. Acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property.

f. Acceptance of gifts, grants or bequests.

g. Making of claims for federal or state aid payable to the individual or several participants on account of the joint service or a joint water, sewage or drainage project.

h. Custody by the fiscal officer of one participant of any or all moneys made available for expenditure for the joint service or a joint water, sewage or drainage project and authorization to such fiscal officer to make payments on audit of the auditing official or body of the participating corporation or district of which he is the fiscal officer.

i. Manner of responding for any liabilities that might be incurred in the operation of the joint service or a joint water, sewage or drainage project and insuring against any such liability.

j. Procedure for periodic review of the terms and conditions of the agreement, including those relating to its duration, extension or termination. The duration of an agreement hereinafter entered into, unless otherwise provided by law, may extend up to a maximum term of five years. With respect to agreements, the performance of which involves the issuance by the participants of indebtedness, either joint or several, the term of the agreement may extend up to a maximum period of time equal to the period of probable usefulness established by section 11.00 of the local finance law in connection with

the object or purpose for which the indebtedness was issued. Nothing herein contained shall prevent or prohibit either the renewal of agreements upon conclusion of the terms established, or amendments, modifications, clarifications, or cancellations of agreements prior to conclusion of the terms established.

k. Adjudication of disputes or disagreements, the effects of failure of participating corporations or districts to pay their shares of the costs and expenses and the rights of the other participants in such cases.

l. Other matters as are reasonably necessary and proper to effectuate and progress the joint service or a joint water, sewage or drainage project.

m. A municipality may contract with another municipality or with a municipal housing authority of another municipality, for the construction, maintenance, operation or management of a public housing project.

3. Municipal corporations are authorized as provided herein to adopt a mutual sharing plan in order to undertake or receive any joint service on behalf of or by another municipal corporation which has adopted a mutual sharing plan. Services provided pursuant to such mutual sharing plan shall be subject to the alternative assignment of responsibility for certain expenses and liabilities relating to such joint service as provided by this subdivision.

a. A governing body may adopt a mutual sharing plan by local law, resolution or bylaw to confer the benefits of this section upon the employees of such municipal corporation and to be held liable for the costs incurred in the event of participation in a joint service with another municipal corporation which has adopted a mutual sharing plan. Such plan shall describe the officers or employees authorized to undertake or authorize receipt of a joint service pursuant to the mutual sharing plan, any limitations upon joint services which may be rendered or received pursuant to it, and how and when notice of joint services rendered or received pursuant to it shall be provided to the governing body.

b. Upon adoption of a mutual sharing plan, a municipal corporation may undertake or receive a joint service with another municipal corporation which has adopted a mutual sharing plan. The municipal corporation requesting the assistance of another municipal corporation pursuant to a mutual sharing plan shall be liable and responsible to the assisting municipal corporation for any loss of or damage to equipment employed in provision of such joint service or use of supplies upon provision of such joint service. Each municipal corporation shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking the joint service pursuant to a mutual sharing plan, however the municipal corporation receiving the service shall reimburse the assisting municipal corporation for actual and necessary expenses upon written notice of such claim.

c. The authority to adopt a mutual sharing plan and to undertake joint services pursuant to it shall be in addition to any other power or authority conferred on municipal corporations pursuant to this article or any other general or special law. A joint service may not be rendered pursuant to a mutual sharing plan where another agreement has been entered into pursuant to this section for such service between the assisting and receiving municipal corporations.

Credits

(Added L.1960, c. 102, § 1, eff. Feb. 23, 1960. Amended L.1961, c. 681, § 3; L.1971, c. 62, § 1; L.1972, c. 407, § 1; L.1974, c. 236, § 2; L.1993, c. 605, § 8; L.1996, c. 620, § 4; L.1998, c. 623, § 7, eff. Oct. 20, 1998; L.2003, c. 62, pt. X, § 33, eff. May 15, 2003; L.2013, c. 150, § 5, eff. July 12, 2013.)

3. Fraud, deceit or misrepresentation in securing the license or a certificate to inspect vehicles or in the conduct of licensed or certified activity.

4. Excessive charges for conducting inspections and for making adjustments, corrections or repairs required by such inspections.

5. Violation of any provision of this article or any rule or regulation promulgated thereunder.

(f) No license or certificate shall be revoked or suspended, or renewal refused, except upon notice to the licensee or certified inspector and after an opportunity to be heard. A license or certificate, however, may be temporarily suspended upon a written notice of temporary suspension delivered by certified mail to the licensee or certified inspector pending any prosecution, investigation or hearing. The written notice of temporary suspension shall provide that the temporary suspension is effective seventy-two hours after delivery of such notice. Whenever any license to operate an official inspection station or certificate to inspect vehicles is revoked, no license or certificate shall be reissued to an applicant until after the expiration of a period of one year from the date of such revocation.

(g) Upon the revocation or suspension of an inspection station license or certificate to inspect vehicles, the holder thereof shall deliver such license or certificate to the revoking or suspending officer, together with all inspection and inspection extension certificates, all inspection record forms, and any and all other items in the possession of the license or certificate holder which theretofore had been issued by the commissioner for use in connection with the inspection station or the inspection of vehicles. The failure of the holder thereof to deliver any of the aforesaid items to the revoking or suspending officer, or to any peace officer, acting pursuant to his special duties, or police officer directed by the commissioner or agent of the commissioner, displaying authorization to act in such capacity along with a certified copy of the order revoking or suspending such inspection station license, to secure possession thereof, shall constitute a misdemeanor.

(h) The commissioner, or any person duly deputized, in addition to or in lieu of revoking or suspending a license to operate an official inspection station or a certificate to inspect vehicles, may by order require the licensee or certified inspector to pay to the people of this state a penalty for a first violation a sum not exceeding seven hundred and fifty dollars for each violation found to have been committed; and for a second or subsequent violation not arising out of the same incident both of which were committed within a period of thirty months, a sum of not more than one thousand dollars for each violation found to have been committed; provided, however, the penalty for each and any violation of paragraph three of subdivision (e) of this section found to have been committed shall be no less than three hundred and fifty dollars and no more than one thousand dollars, and upon the failure of such licensee to pay such penalty within twenty days after the mailing of such order, postage prepaid, registered or certified, and addressed to the last known place of business of such licensee or certified inspector, unless such order is stayed by a court of competent jurisdiction or in accordance with the provisions of Article three-A of this chapter, the commissioner may revoke the license of such licensee or the certificate of such certified inspector or may suspend the same for such period as may be determined. Civil penalties assessed under this subdivision shall be paid to the commissioner for deposit into the state treasury, and unpaid civil penalties may be recovered by the commissioner in a civil action in the name of the commissioner. In addition, as an alternative to such civil action and provided that no proceeding for judicial review shall then be pending and the time for initiation of such proceeding shall have expired, the commissioner may file with the county clerk of the county in which the registrant is located or the certified inspector resides a final order of the commissioner containing the amount of the penalty assessed. The filing of such final order shall have the full force and effect of a judgment duly docketed in the office of such clerk and may be enforced in the same manner and with the same effect as that provided by law in respect to executions issued against property upon judgments of a court of record.

(i) The holder of an inspection station license shall remove or cause to be removed any sign which contains the license number of the station which is visible to the public and which is required to be displayed by this article or regulations promulgated thereunder if the license is revoked or suspended or the inspection station is out of business. If the license is only suspended, the holder may cover up the sign instead of removing it.

(j) No person shall permit the display of any sign required to be displayed by this article or regulations promulgated thereunder indicating to the public that an official inspection station is operating unless an inspection station license has been issued to that person and is currently valid.

Credits

(L.1959, c. 775. Amended L.1966, c. 164; L.1968, c. 78; L.1969, c. 236; L.1972, c. 624, § 1; L.1973, c. 230, § 1; L.1974, c. 285, § 1; L.1976, c. 647, § 1; L.1979, c. 606, § 1; L.1980, c. 843, § 81; L.1981, c. 737, § 1; L.1982, c. 669, § 1; L.1983, c. 183, § 1; L.1984, c. 55, § 1; L.1984, c. 818, § 2; L.1987, c. 513, § 1; L.1989, c. 61, §§ 5, 6; L.1989, c. 605, § 1; L.1992, c. 155, § 1; L.1993, c. 608, §§ 31 to 34; L.2009, c. 59, pt. OO, § 1, eff. July 6, 2009.)

McKinney's Vehicle and Traffic Law § 303, NY VEH & TRAF § 303
Current through L.2016, chapters 1 to 442.

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